

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Inteva Products, LLC
401 Crooks Road
Troy, MI 48084

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State

☒ Other: LLC

Citizenship (see guidelines) Delaware

Execution Date(s) January 4, 2011

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

☒ Other Amendment No.1 to Trademark Security Agreement
as recorded on 5/2/2008 at Reel/Frame 003774/0071.

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☐ Yes

☒ No

Name: Wells Fargo Bank, National Association

Internal
Address: _____

Street Address: 12 East 49th Street

City: New York

State: NY

Country: USA

Zip: 10017

☒ Association Citizenship USA

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship _____

☐ Other

☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A and Exhibit B Attached

B. Trademark Registration No.(s) See Attached Exhibit A and Exhibit B Attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3678

Fax Number: 800-962-7049

Email Address: cls-uds@albany@wolterskluwer.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 46 -

☒ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature:

Signature

Mercedes Farinas

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document. ☐

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6896, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004582 FRAME: 0586

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OP \$90.00 85100734

EXHIBIT A
TO
AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT

List of Additional Trademarks and Trademark Applications

Country	Trademark	Application #	Filing Date	Registration #	Class	Reg. Date
US	INTEVA	85/100,734	5 Aug 2010	N/A	12 Int.	N/A
US	i & Design	85/100,739	5 Aug 2010	N/A	12 Int.	N/A

EXHIBIT B
TO
AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT

Abandoned or Cancelled Trademarks

Country	Trademark	Application #	Filing Date	Registration #	Class	Reg. Date
IR designating AU, CN, EM, JP, KR	INTEVA PRODUCTS			930000	6 Int. & 12 Int.	29 May 2007 IR has been or will be cancelled in due course
US	E-LOC	74/515710	14 April 1994	2030580	9 Int.	14 Jan. 1997 cancelled 18 Oct. 2003

[Execution]

AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT

AMENDMENT NO.1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated January 4, 2011, by and between INTEVA PRODUCTS, LLC, a Delaware limited liability company ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, in its capacity as agent (in such capacity, "Secured Party"), pursuant to the Loan Agreement (as hereinafter defined), acting for and on behalf of the Lenders. All capitalized terms used herein which are not defined herein shall have the meanings given to such terms in the Trademark Security Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Debtor and certain subsidiaries of Debtor entered into the Loan and Security Agreement, dated February 29, 2008, by and among Secured Party, certain parties thereto as lenders ("Lenders"), Debtor, and certain subsidiaries of Debtor as guarantors (each a "Guarantor", and collectively, "Guarantors"), as amended and restated by Amended and Restated Loan and Security Agreement, dated as of the date hereof, among Agents, Lenders, Debtor, and Guarantors (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements");

WHEREAS, Debtor and Secured Party entered into the Trademark Collateral Assignment and Security Agreement, dated February 29, 2008 (as the same now exists or may hereafter be amended, modified, supplemented, renewed, restated or replaced, the "Trademark Security Agreement"), which was recorded by the Assignment Services Division of the United States Patent and Trademark Office on May 2, 2008 at Reel/Frame 003774/0071;

WHEREAS, Debtor has notified Secured Party that Debtor has filed additional applications for, or has registered, certain trademarks with the United States Patent and Trademark Office, which are not reflected in the Trademark Security Agreement, and Debtor has requested that Secured Party waive certain Events of Default arising under Section 3(h) and 3(i) of the Trademark Security Agreement;

WHEREAS, pursuant to Section 1 of the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future trademark applications and trademarks of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 3(h) of the Trademark Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications, to make certain other amendments thereto, and Secured Party has agreed to waive certain Events of Default under the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Definitions.

(a) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(b) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

(c) For purposes of this Amendment, unless otherwise defined herein, all terms used herein, including, but not limited to, those terms used above, shall have the respective meanings given to them in the Trademark Security Agreement.

2. Amendments to Trademark Security Agreement.

(a) Section 1 is amended by deleting the phrase ", and a conditional assignment of (which shall not be deemed to be a present or absolute assignment).".

(b) Section 3(b), 3(g) and 3(m) are amended by deleting the phrase "and conditional assignment".

(c) Section 3(d) and 3(h) are amended by deleting the phrase "and conditional assignment of".

(d) The last sentence of Section 3(h) is amended by deleting "assignments,".

(e) The title of the Trademark Security Agreement is hereby amended by deleting the phrase: "Collateral Assignment and".

(f) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

3. Waiver of Events of Default.

(a) Subject to the terms and conditions contained herein and in the Loan Agreement, Secured Party hereby waives (i) the Event of Default (as defined in the Loan Agreement) arising from the failure of Debtor to furnish prior written notice to Secured Party of the filing of the applications and registrations of the Additional Trademarks with the United States Patent and Trademark Office in accordance with Section 3(h) of the Trademark Security Agreement, and (ii) the Event of Default arising solely from the failure of Debtor to notify Secured Party of the cancellation of the Trademarks that are set forth on Exhibit B hereto as required by Section 3(i) of the Trademark Security Agreement. The International Registration of the Trademark set forth on Exhibit B has been or will be cancelled in due course because the United States Trademark Application on which it is based has been abandoned.

(b) Secured Party has not waived, is not by this Amendment waiving, and has no intention of waiving any Default (as defined in the Loan Agreement) or Event of Default (whether the same or similar to the Defaults or Events of Default referred to in this Section 3 or otherwise), other than the Defaults and Events of Default specifically referred to in this Section 3. Secured Party shall have and hereby specifically reserves the right in its discretion, to exercise any and all of its rights and remedies under the Trademark Security Agreement, the Loan Agreement, and the other Financing Agreements, applicable law or otherwise.

(c) The foregoing waivers shall not be construed as a bar to or a waiver of any other or further Defaults or Events of Default on any future occasion, whether similar in kind or otherwise and shall not constitute a waiver, express or implied, of any of the rights and remedies of Agent or any Lender arising under the terms of the Financing Agreements on any future occasion or otherwise. Nothing contained herein should be construed to entitle Debtor to any other or further waiver with respect to any Defaults under the Trademark Security Agreement at any time after the date hereof or otherwise.

4. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Secured Party set forth in Section 1 of the Trademark Security Agreement, as amended hereby, or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, as amended hereby, and hereby grants to Secured Party a continuing security interest in and a general lien upon the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof provided, however, that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Additional Trademarks; (d) all income, fees, royalties and other

payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.

5. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

6. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment or the Trademark Security Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

7. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic means shall have the same force and effect as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic means also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment as to such party or any other party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Agent have executed this Amendment as of the day and year first above written.

INTEVA PRODUCTS, LLC

By: 

Name: Steven J. Galle

Title: Vice President - Manufacturing

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: _____

Name: _____

Title: _____

[Signature Page to Amendment No. 1 to Trademark
Security Agreement by Inteva Products, LLC]

IN WITNESS WHEREOF, Debtor and Agent have executed this Amendment as of the day and year first above written.

INTEVA PRODUCTS, LLC

By: _____

Name: _____

Title: _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: Dave Luce

Name: DAVE LUCE

Title: VICE PRESIDENT

[Signature page to Amendment No. 1 to Trademark
Security Agreement by Inteva Products, LLC]